

2/1/75



E. I. DU PONT DE NEMOURS & COMPANY
INCORPORATED
WILMINGTON, DELAWARE 19898

SEMS DocID 644604

16220389

ENERGY AND MATERIALS DEPARTMENT

STANDARD TERMS AND CONDITIONS

ASSIGNMENT AND SUBCONTRACTING - The rights and obligations covered herein are personal to each party hereto and for this reason this Agreement shall not be assignable by either party in whole or in part nor shall either party subcontract any of its obligations hereunder without the prior written consent of the other party.

FAIR LABOR STANDARDS ACT - CONTRACTOR warrants that in the performance of the services hereunder, it will comply with applicable provisions of the Fair Labor Standards Act of 1938, as amended.

CONTINGENCY - No liability shall result to either party from delay in performance or nonperformance caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, flood, explosion, war action or request of governmental authority, accident, labor trouble or shortage, inability to obtain material, equipment or transportation.

LOSS AND DAMAGE - CONTRACTOR assumes full responsibility and liability for the safe handling and safekeeping of all material which DU PONT may deliver to CONTRACTOR while in its possession, and CONTRACTOR shall use due diligence in keeping operating losses at a minimum. CONTRACTOR shall obtain prior approval of DU PONT before moving any DU PONT-owned materials to a new location.

CONTAMINATION AND RESPONSIBILITY - CONTRACTOR shall take all steps necessary to prevent the contamination of DU PONT's material with foreign substances. CONTRACTOR shall formulate and package material in accordance with DU PONT specifications, and shall bear the cost of handling, reworking, or replacing any material which cannot be marketed by reason of CONTRACTOR's failure to meet specifications.

HOLD HARMLESS - CONTRACTOR agrees to take all necessary precautions to prevent any injury to persons (including employees of CONTRACTOR's and DU PONT) or damage to property (including DU PONT's and CONTRACTOR's property) during the progress of the work covered hereunder and shall indemnify DU PONT against all loss and expense which may result in any way from any act or omission, including failure by CONTRACTOR to meet DU PONT's product specifications, on the part of CONTRACTOR, its agents, employees or subcontractors, except to the extent that any such loss is due solely and directly to the negligence of DU PONT.

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STANDARD TERMS AND CONDITIONS

INSURANCE - CONTRACTOR shall carry at its expense insurance of the following minimum limits:

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- (a) Workmen's Compensation - statutory;
- (b) Comprehensive General Liability including Contractual Liability
 - Bodily Injury - \$300,000 per occurrence
 - Property Damage - \$100,000 per occurrence
 - Contractual Liability - \$300,000 per occurrence

Certificates indicating this insurance is in effect shall be filed with DU PONT prior to the furnishing of services under this agreement. Such certificates shall provide that the insurer will give DU PONT not less than ten (10) days' advance notice of any change in or cancellation of coverage. In case any subcontractor, with DU PONT's consent, is employed, CONTRACTOR shall provide evidence of the same coverage in the same limits with respect to such subcontractor.

INDEPENDENT CONTRACTOR - The employees, methods, equipment and facilities used by CONTRACTOR shall at all times be under its exclusive direction and control. CONTRACTOR's relationship to DU PONT under this agreement shall be that of an independent contractor and nothing in this agreement shall be construed to constitute CONTRACTOR, or any of its employees, an agent, associate, joint venturer or partner of DU PONT.

NONDISCLOSURE - The CONTRACTOR will not disclose to others (a) that DU PONT has purchased or plans to purchase services, articles, or materials from CONTRACTOR or (b) the structure or composition of articles or materials to be purchased by DU PONT, when such structure or composition information is provided by DU PONT.

COMPLIANCE WITH LAWS - CONTRACTOR agrees that in the performance of the processing operations hereunder, as well as in the disposal of any waste material resulting from said operations, he will comply with all applicable laws, rules, and regulations of governmental authority in connection therewith.

RECORDS - CONTRACTOR shall maintain, in accordance with generally accepted accounting principles and practices, such records as may be necessary adequately to reflect the accuracy of CONTRACTOR's charges and invoices for reimbursement under this Agreement and to make and maintain such other and additional records as DU PONT may from time to time reasonably require in connection with this Agreement. DU PONT shall have the right from time to time to inspect and verify the records kept by CONTRACTOR in connection with this Agreement.

JCH
1/14/75

TO	DEPARTMENT	LOCATION
FROM	DEPARTMENT	LOCATION
SUBJECT		

MESSAGE

RE ATTACHED MESSAGE NO. 108

RE 108 DATE 10-10-61 FROM 108

RECEIVED FOR APPROVAL FROM TO OUR RECORDS OFFICE

RECEIVED

IF APPROVAL REQUEST IS ON DISCOUNT - PLEASE INDICATE

☐ YES DISCOUNT ☐ NO NOT TIME DISCOUNT

SIGNED W. C. Strong DATE 10/10/61

REPLY

16220391

SIGNED _____ DATE _____

LOCATION _____

DETACH AND FILE FOR FOLLOW-UP